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11 **UNITED STATES GOVERNMENT**  
12 **NATIONAL LABOR RELATIONS BOARD**

13 **SERVICE EMPLOYEES**  
14 **INTERNATIONAL**  
15 **UNION LOCAL 87,**

16 Respondent,

17 **ALEJANDRO VARELA,**

18 Charging Party.

Case No. 20-CB-206863

**RESPONDENT SERVICE**  
**EMPLOYEES INTERNATIONAL**  
**UNION LOCAL 87 POST HEARING**  
**BRIEF**

Date: August 7, 2019

Time: 9:00 a.m.

Place: National Labor Relations Board  
Natalie P. Allen Courtroom  
901 Market Street  
San Francisco, CA 94103

19 **INTRODUCTION**

20 This case involves allegations regarding conversations between Alejandro Varela  
21 ("Varela"), Charging Party, and the SEIU Local 87's ("Local 87") Vice President and  
22 Business Agent and a Metro Manager. The Local 87 representatives and Metro Manager,  
23 whose credibility is very high, all agree that Varela is not telling the truth regarding his  
24 allegations.

25 Varela went to Local 87 complaining that his workload was unjust, and the  
26 foreman had added work to his station. Varela claims that Local 87 told him to go home  
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1 and wait and not to go back to work until they called him to let him know if his workload  
2 issue had been resolved. This is absolutely false. The Local 87 representatives and Metro  
3 Manager all told him that, in fact, there was no change to his workload and that he  
4 should go to work. Local 87 never told him not to return to work.

5 Varela filed a charge with the National Labor Relations Board (NLRB)  
6 claiming Local 87 did not process a grievance for him about his workload.

7 Local 87 did not violate its duty of fair representation. Local 87 did not file a grievance  
8 regarding his workload issue because his workload was not changed, and the issue was  
9 resolved with the company the day Varela came to the union hall.

10 This is a situation in which Varela decided himself not to go back to work and is  
11 now blaming Local 87 for the consequences of this decision that he made.

### 12 FACTS

13 Varela is a janitor who has been a member of Local 87 for 43 years. (Official  
14 Report of Proceedings Transcript ("Tr.") 24:25-25:2.)

15 Martin Larios ("Larios"), Metro Director who worked for Metro for 18 years,  
16 testified that Varela was transferred to 100 Montgomery Street ("100 Montgomery")  
17 because he had an issue with a coworker. Varela got mad at the coworker and used very  
18 strong language. (Tr. 166:6-168:20.)

### 19 **Varela's Workload Did Not Increase**

20 Jose Calero ("Calero") was Metro's Foreman for Varela at 100 Montgomery.  
21 Calero had been a janitor and foreman at 100 Montgomery for ten years. (Tr. 218:21-  
22 219:3.) On Varela's first day at 100 Montgomery, Calero showed Varela his station. It  
23 was the gym, the 6<sup>th</sup> floor and the 17<sup>th</sup> floor. The assignment was the same station as the  
24 person who retired. Calero testified regarding the 17<sup>th</sup> floor assignment, "I told him this  
25 office as soon as the tenant move in, is part of the station and you need to do it. And he  
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1 saying okay, that's fine. But during the time that office was empty, I never give to him  
2 more jobs." (Tr. 220:17-222:3.)

3 Varela claimed that his workload increased at 100 Montgomery when Metro  
4 added one more office on the 6<sup>th</sup> floor in April or May 2017, and one more office on the  
5 17<sup>th</sup> floor on June 26, 2017. (Tr. 79:17-80:21.)

6 Varela agreed that Calero told him that his duties at 100 Montgomery were to  
7 clean the 17<sup>th</sup>, and 6<sup>th</sup> floors, and the gym. But on the 17<sup>th</sup> and 6<sup>th</sup> floors there were  
8 empty offices. Varela testified that "[h]e [Calero] told me that those two offices are  
9 empty and because of that, I had to do the gym." (Tr. 26:11-19.)

10 There was a work dispute about the 6<sup>th</sup> floor earlier but Varela did not file a  
11 grievance about that because he did not want to start problems. (Tr. 105:20-106:4.)

12 On June 27, 2017, Varela was concerned some work was added to his station. He  
13 did not think the gym belonged to the station. (Tr. 80:23-82:7; General Counsel Exhibit  
14 ("GC-") 3.)

15 According to Calero, he told Varela in 2017 that Varela needed to start cleaning  
16 the office on the 17<sup>th</sup> floor that was empty. Varela started yelling at him and saying bad  
17 words. (Tr. 223:11-22.)

18 Varela testified that he told Calero that Calero had told him he was going to "take  
19 away the gym if those offices were occupied. And now you giving me those offices and  
20 you're not taking away the gym." Varela said that Calero replied, "No, I did not say that.  
21 You have to do that. That is your station, and you have to do it." (Tr. 19:22-28:14; GC-2)

22 Calero said he never offered to drop the gym when the offices on the 17<sup>th</sup> floor and  
23 the 6<sup>th</sup> floor were filled, and he does not even have the authority to offer that. Only the  
24 supervisor can do that. (Tr. 222:10-16.)

1 Larios testified that he had a conversation with Calero, who told him Varela "got  
2 out of control, very upset at him, and yelled at him." Calero explained that Varela  
3 refused to do the work and told him he was going to the union. (Tr. 183:4-23.)

4 On June 27, 2017, Varela filled out a Local 87 Intake Form. (Tr. 34:14-19, GC-3.)  
5 In the form Varela stated:

6 "When I arrived, the Foreman Jose Calero from 100 Montgomery  
7 explained my station to me that I had to do the 17<sup>th</sup> floor and the 6<sup>th</sup> floor,  
8 an empty office on the 17<sup>th</sup> floor and another empty one on the 6<sup>th</sup>. So I  
9 was going to do the gym instead of empty offices...told that if the offices on  
10 the 6<sup>th</sup> and 17<sup>th</sup> floor were filled, I wasn't going to have the gym anymore,  
11 and now it's not the case, he didn't say anything about that, and he wants  
12 me to do all the work and I refused and he told me to go to the Union."

13 On June 27, 2017 at the Local 87 offices, Varela met with Local 87 Vice President  
14 Ahmed Abozayd ("Abozayd"), Local 87 Business Agent Abdo Hadwin ("Hadwin"), and  
15 Local 87 Receptionist Sergio Estrella ("Estrella"). (Tr. 38:5-12.) Abozayd called and told  
16 Larios there was a problem with the gym. (Tr. 202:1-9.)

17 Varela testified that Larios was on the speaker phone during the call. When asked  
18 if Larios said that the workload issue had not been changed, Varela said Larios said he  
19 did not know anything. (Tr. 78:2-9.)

20 However, Larios testified, "I explained to him [Varela] that the job station was—  
21 that there was no changes on the job station. That it was the same work that he was  
22 doing—the previous person who retired, and we offer[ed] that as a permanent position."  
23 And that was the job offered to Varela when he was transferred to 100 Montgomery  
24 Street. "I explained that there was no change in the job station, and they can check with  
25 the building foreman because he's been there forever." Larios added that job stations  
26 normally are set up for years and years and don't change. (Tr. 171:1-172:21.)  
27

1 According to Hadwin's testimony, Larios told Abozayd, Varela, Estrella Hadwin  
2 "that the station is still the same as it used to before, when a previous member—I believe  
3 he use to do it for a long time—was doing the same exact station." (Tr. 231:12-232:14.)  
4 Hadwin stated that "Larios stated that the station is still the same; there is no  
5 change...we asked him to go to the building to check it out. Just to make sure it's no—no  
6 changes. (Tr. 233:4-20.)

7 During the phone call with Larios, Estrella was translating for Varela. (Tr. 275:8-  
8 277:1.)

9 Larios verified the situation and then followed up with Local 87 confirming the  
10 workload by writing an email to Hadwin, as a follow-up to Varela's inquiry. In his email  
11 Larios stated, "This is to confirm that the Job station of Alejandro Varela is 7.5 hours  
12 and includes the following floors/areas: full 17<sup>th</sup> floor with restrooms; full 6<sup>th</sup> floor with  
13 restrooms; and the first floor fitness center [gym] with restrooms/showers." (Tr. 176:23-  
14 178:5; GC-9.)

### 15 **Varela Was Told To Return To Work**

16 Varela testified that Larios said that he did not have the answers in that instant  
17 and that as soon as he could give an answer, he would let Abozayd know. Varela  
18 testified that Abozayd said, "Now, we're going to wait for the answer, and we will call  
19 you." (Tr. 39:8-20.) Varela said no one instructed him to return to work that day and he  
20 did not go to work that day or the next day because he was waiting for an answer. (Tr.  
21 40:17-41:4.)

22 Varela testified that he did not return to work with Metro Services after June 26,  
23 2017, because he was waiting for an answer. Varela testified that Local 87 did not tell  
24 him that the employer had responded. (Tr. 57:14-25.)

25 However, all of these assertions by Varela are contradicted by Local 87 officers.  
26 On June 27, 2017, Hadwin told Varela to go back to work. Varela did not tell Hadwin he  
27

1 was not going to work. Hadwin never told Varela not to go back to work. (Tr. 234:5-22,  
2 269:5-24.)

3 Abozayd said, "I told him [Varela] to go to work and to do the best he can, and if  
4 he cannot finish his job, he should inform the foreperson in that building that he cannot  
5 finish the job due to the workload issue, and if there is a problem, I can see him the next  
6 day." (Tr. 202:15-21.)

7 Estrella testified that Varela told him the foreman (Calero) said he should go to  
8 Local 87 and not to go back to work. (Tr. 279:14-17.) Calero did not tell Varela not to  
9 come back to work until the workload issue is resolved. (Tr. 74:24-75:1.)

10 Estrella also testified that when walking out of the meeting Varela muttered  
11 something in Spanish which meant, "It's not fair. It's not fair. I shouldn't go back to  
12 work." (Tr. 279:23-280:2.)

13 Varela testified that he called Estrella several times and asked him if there was an  
14 answer and Estrella said he asked Hadwin and there is no answer. (Tr. 41:10-44:21.)

15 Estrella testified that Varela called him several times but did not discuss the  
16 workload issue; he asked about picketing and asked questions but not pertaining to his  
17 case. (Tr. 281:3-284:9, 293:9-21.)

18 Varela confirmed he said in his affidavit that "I believe that I would have to wait  
19 until they resolve the situation before going back to work... Sergio told me, well, I don't  
20 think so, because we have to wait for an answer." (Tr. 95:23-96:10.)

21  
22 Varela testified that he went to Local 87's office on July 5, 2017, and talked to  
23 Hadwin and Abozayd. Hadwin asked Varela if he reported to the company. Varela  
24 responded, "[H]ow am I going to report to the company if you have not given me an  
25 answer for me to go to work." (Tr. 44:25-45:1, 46:1-9.) Hadwin testified that he spoke to  
26 Varela on June 27<sup>th</sup> and then did not speak with him again until after July 17, 2017. (Tr.  
27 262:18-263:1.)

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Abozayd testified that the practice of Local 87 is for members to continue to work when they have a workload issue. Abozayd testified that Varela never told him he was not going to go back to work. (Tr. 202:25-203:18.)

The normal practice of Local 87 when a person complains about a workload issue, is for the union to contact the company and tell the member to go back to work. Local 87 learns that a workload issue is resolved by the member coming back the next day if it is not solved. If it is solved they will not come back. (Tr. 234:23-235:20.) Varela did not call Hadwin to ask him if the workload issue was resolved. Hadwin did not file a grievance on the workload issue because “we solved it on the moment when we got it and we speak [spoke] with the company.” (Tr. 237:3-13.)

1 Hadwin testified that he never told Varela on July 17 or 20, 2017, that he  
2 absolutely did not have an answer regarding the workload issue or that he was waiting  
3 for an answer on the workload issue. The workload issue was resolved on the same day  
4 June 27, 2017. (Tr. 258:7, 259:2.)

5 After the mediation over Varela's termination, Hadwin asked Varela why he  
6 disappeared and asked him to tell him the truth. Varela told him "I went to Mexico to  
7 take a vacation." (Tr. 268:12-17.)

8 On July 10, 2017, when Varela went to pick up his check at 100 Montgomery, he  
9 did not ask Calero about the workload issue. (Tr. 83:9-84:21.)

10 When a janitor wants to take a leave of absence they have to fill out a form and  
11 give it to their supervisor for approval and then they come to Local 87 to get a  
12 withdrawal card. (Tr. 211:14-212:4.) Varela did neither of these things.

### 13 **Varela Was Terminated Because He Was a No Show/No Call**

14 Metro terminated Varela and sent a letter to him on July 7, 2017. Varela testified  
15 that he did not receive the July 7, 2017 letter from Metro before July 27, 2017. (Tr.  
16 55:22-56:10; GC-7.)

17 Hadwin first saw the July 7, 2017 letter on July 20, 2017, when Varela gave it to  
18 him. (Tr. 245:20-248 6; GC-7.) On July 25, 2017, Larios sent Hadwin the termination  
19 letter and Hadwin told Larios that Varela did not quit. Hadwin then filed a grievance.  
20 (Tr. 251:14-252:23; GC-13 & 14.)

21  
22 After July 17, 2017, after Varela had been terminated, Hadwin spoke to Varela's  
23 daughter. They discussed Varela's termination, not his workload issues. (Tr. 240:14-  
24 241:11, 244:4.) It is clear Varela saw the letter before July 27, 2017.

### 25 **Varela Did Not Mitigate His Damages**

26 If a member or anyone wants to work as a janitor they have to apply for a job at  
27 the company and then come to dispatch at 2:00 p.m. to sign for a job. A member cannot  
28



1 be dispatched if they do not come in and sign at the union hall. Varela came in to be  
2 dispatched on March 3, 2017 and then again did not come back until September 27,  
3 2017. (Tr. 162:10-163:15, 209:5-210:22.)

4 **LEGAL**

5 Varela filed a charge on September 22, 2017, claiming that Local 87 refused to  
6 process his grievance regarding work assignments for arbitrary or discriminatory  
7 reasons or in bad faith. At the hearing, the General Counsel did not provide evidence  
8 that Local 87 refused to file his grievance. The workload issue was resolved on the day  
9 Varela came to Local 87 and was confirmed the next day. The General Counsel cannot  
10 prove there was a breach of duty by Local 87 or that the decision not to file a grievance  
11 was arbitrary or in bad faith.

12 In order to prevail on this, the General Counsel not only must prove that Local 87  
13 refused to file a grievance, but he must also prove that Local 87 would have prevailed at  
14 arbitration on this issue. He will not be able to prove that.

15 In his opening statement, the General Counsel changed the charge and stated this  
16 is not about Local 87's failure to fulfill its duty in dispensing with a grievance about his  
17 workload, but about its failure to inform Varela he must return to work, and about its  
18 providing misinformation to Varela about the employer's response.

19  
20 Local 87's witnesses testified that Varela learned on the phone call on the day he  
21 came to the union hall to complain about his workload that the workload had not  
22 changed. He was clearly informed. As Varela knows, it is Local 87's practice when  
23 resolving issues or filing grievances that members continue to work while they are  
24 resolving these issues. Varela himself testified that other than when he had a medical  
25 release, he could not remember instances when he did not continue working while he  
26 was complaining about a workload issue in the past. Additionally, a manager from  
27 Metro testified that Varela knew the rule that he had to keep working until any issues  
28

1 were resolved and, if he were not going to come to work, he had to fill out a leave of  
2 absence form.

3 **I. The General Counsel's Allegation that SEIU Local 87 Told**  
4 **Charging Party Not To Return To Work Is Unfounded And The**  
5 **Judge Should Lend No Credibility To The Charging Party's**  
6 **Allegation**

7 Although Varela asserts that he was not told to return to work, and  
8 that Local 87 receptionist, Estrella told him that he needed to wait for the answer about  
9 his workload issue before he returned to work, it is clear that this is false. Abozayd and  
10 Hadwin testified that they never told him to wait to go back to work until there was an  
11 answer about the workload. Rather, they told him to return to work.

12 Moreover, both Local 87 officers and Metro's Director of Operations told Varela  
13 that his workload did not change, and the issue was resolved on the phone call on June  
14 27, 2017.

15 Additionally, Local 87's practice is for members to return to work when there is a  
16 workload issue, or they file grievance. Metro also confirmed that Varela confirmed that  
17 he knew that if he was not coming to work, he needed to fill out a leave absence form  
18 and Varela did not do that.

19 **II. The General Counsel's Allegation That SEIU Local 87**  
20 **Receptionist Estrella Told Charging Party That The Union Was**  
21 **Still Waiting For The Resolution Of His Workload Issue Is False**

22 In June 2017, Estrella worked at Local 87's front desk. He answered the phone  
23 and if a caller asked for one of the agents he would transfer the call. (Tr. 275; 8-18.) It  
24 was not his role to answer substantive questions.

25 On June 27, 2017, Estrella attended a meeting with Varela, Abozayd, and Hadwin  
26 regarding Varela's intake concerning his workload. Estrella translated for Varela at this  
27 meeting. During the meeting Abozayd called Larios from Metro and talked to him on the  
28 speaker phone letting everyone hear the conversation. (Tr. 276:6-278:15; GC-3.)

1 Estrella testified that Varela called him during the first week after his intake and  
2 asked simple questions but no questions pertaining to his case. He then called after July  
3 20, 2017, regarding his termination. (Tr. 281:3-23, 293:9-21.)

4 In response to Varela's testimony that he asked Estrella if he should wait for an  
5 answer, and told Estrella he was not going to work, Estrella testified that Varela did not  
6 tell him he was not going to work and Estrella did not tell him he should wait for an  
7 answer. (Tr. 39:24-40:11, 282:7-14.)

8 Estrella did testify that Varela said, "It's not fair. I shouldn't go back to work."  
9 (Tr. 279:21-280:4.)

10 In response to Varela's testimony that Estrella told him on July 12, 2017, that  
11 "[w]e're going to continue waiting." For an answer about the workload issue, Estrella  
12 testified that he did not tell Varela that we are going to continue waiting. (Tr. 49:17-  
13 50:5, 287:19-288:6.)

14 **III. The General Counsel's Allegation That SEIU Local 87 Declined**  
15 **To Pursue A Grievance Concerning Charging Parties Workload**  
16 **Is Groundless And Unproven**

17 The General Counsel must establish a breach of duty by Local 87 and that this  
18 breach was arbitrary or bad faith conduct of the part of the Local 87 in its processing of  
19 his grievance. *Vaca v. Sipes* (Sp. Court, 1967) 386 U.S. 171, 193.

20 A grievance is filed by Local 87 when the company does not resolve the issues.  
21 First Local 87 tries to resolve workload issues informally, which they did in Varela's case  
22 when they called Larios. Not only was the union informed on the phone that there was  
23 no increase in Varela's workload, they received a confirmation of that the next day.  
24 Therefore there was no need to file a grievance.

25 The General Counsel must also show that the union breached its duty of fair  
26 representation and that the grievance was meritorious. Local 87. *Iron Workers Local*  
27 *Union 377* (1998) 326 NLRB No. 54. Local 87 did not refuse to process his workload  
28

1 grievance, they just resolved it immediately. The workload issue would not have been  
2 meritorious because the workload had not changed.

3 The General Counsel has not met his burden to prove that the grievance had  
4 merit and that Local 87 breached its duty of fair representation by failing to process  
5 Varela's grievance properly. The General Counsel is not able to show that Varela's  
6 grievance would have prevailed if the grievance was processed by the union. *Id.* at \*\*3.

7 Local 87 offered evidence that Varela's grievance lacked merit because it was  
8 resolved on the same day that Varela complained about his workload. Local 87  
9 determined that the workload at Varela's station did not change and therefore there was  
10 no workload issue.

11 **IV. The General Counsel Did Not Prove That An Arbitrator Would**  
12 **Have Found That The Employer Failed To Justify Its Action And**  
13 **That The Union Could Not Have Prevailed At An Arbitration**

14 For there to be a failure of duty of representation, the NLRB has held that  
15 the "General Counsel would have to show, based on evidence adduced at the hearing,  
16 that an arbitrator would have found that the employer failed to establish justification for  
17 its action under the contractual standard." Also the General Counsel would have to show  
18 that the grievant would have prevailed. *Id.* at \*\*3.

19 No arbitrator would find for Varela because the workload had not changed, and  
20 Local 87 told Varela to go back to work, and never told him to stay home. The neutral  
21 mediator for the mediation in relation to Varela's termination said that Varela would not  
22 prevail in arbitration in relation to his termination. (Tr. 185:10-22.)

23 Also, Varela knew Metro's policy that if he was not going to go to work he had to  
24 inform the company and could not just be a no call/no show. Local 87 did not even  
25 know that Varela was not going to work. It is not Local 87's responsibility to inform the  
26 company if an employee is not going to work. (GC-8 Section 14.)  
27

1                   **V.     The General Counsel's Allegation That The Conduct Of SEIU**  
2                   **Local 87 Caused The Charging Party's Loss Of Employment Is**  
3                   **Unsupported**

4           The General Counsel had not proven that Local 87 caused Varela's loss of  
5           employment. It is clear that the practice of Local 87, and all unions for that matter, is to  
6           have employees continue to work while a work issue is being resolved or while in the  
7           grievance process. No one told Varela not to go to work. Varela testified he had  
8           workload issues before and, other than times he was suspended by the company or went  
9           to the ER and was released from work, he worked while the workload issues were  
10          resolved. Larios testified that Varela had other issues and never did not stay at work  
11          while they were being resolved. Also, Metro's policy is for an employee who is not going  
12          to work to fill out a form that they will be absent and Varela knew that he had to inform  
13          Metro if he was going be absent.

14                   **VI.    The General Counsel's Allegation That SEIU Local 87 Failed To**  
15                   **Represent The Charging Party Is Unproven. Local 87 Did Not**  
16                   **Violate The Act By Handling The Grievance In Bad Faith Or In**  
17                   **An Arbitrary Or Discriminatory Manner**

18          Local 87 handled the workload issues in good faith. The Business Representative  
19          and the Vice President met with Varela and a Spanish interpreter and immediately  
20          called the company and resolved the issue that day on the phone. There was no  
21          grievance to be filed.

22          After Varela did not return to work and was a no show/no call and Metro  
23          terminated him, Local 87 filed a grievance and went to mediation.

24                                   **CONCLUSION**

25          When the Metro Foreman told Varela that he needed to clean the office that once  
26          was empty on the 17<sup>th</sup> floor of the building where he worked, Varela got mad and yelled  
27          at the Foreman. Varela came to the Local 87 offices to complain and Local 87 called  
28          Metro, who resolved the issue in that call and confirmed the resolution of the issue in an

1 email the next day. Varela had taken over an established job station and there were no  
2 changes to that job station, just a couple of offices that were vacant for a time and then  
3 occupied again.

4 Local 87 told Varela that the issue was resolved the first day he raised it, and that  
5 he should go back to work. However, contrary to the sworn testimony of Local 87's Vice  
6 President, Local 87's Business Agent, Metro's manager, and long-standing Local 87  
7 practice, Varela asserted that Local 87 had told him not to return to work. Rather,  
8 Varela chose not to return to work and not to inform Metro. He was heard to say that he  
9 wanted to take some time off in Mexico.

10 Local 87 handled the issue in perfectly good faith and did not pursue a grievance  
11 in relation to the workload issue or take the issue to arbitration because the issue was  
12 resolved the day it was brought up and the mediator brought in to settle the issue even  
13 indicated there was no cause for arbitration.

14 Local 87 did not cause Varela to lose his job, because: he was told to go back to  
15 work; he knew Local 87's practice was to go back to work if there was an issue; and he  
16 knew he had to inform Metro if he was not going to show up for work.

17 Because Varela's claims lack credibility and are contradicted by sworn testimony  
18 by Local 87's Vice President and Business Agent, and Metro's manager, Varela's claims  
19 should be dismissed.  
20

21 Dated November 5, 2019

22 SIEGEL, YEE, BRUNNER & MEHTA

23  
24   
Jane Brunner

25 Attorney for Respondent  
26 Service Employees International Union  
27 Local 87  
28

## PROOF OF SERVICE

I declare as follows:

I am over eighteen years of age and a citizen of the State of California. I am not a party to the within action. My business address of Siegel, Yee, Brunner & Mehta is 475 14th Street, Suite 500, Oakland, CA 94612.

On November 5, 2019, I served copies of the following document(s):  
RESPONDENT SEIU LOCAL 87 HEARING BRIEF

By transmitting a copy to:

Min-Kuk Song  
Counsel for General Counsel  
National Labor Relations Board  
Region 20  
901 Market Street, Suite 400  
San Francisco, CA 94103

I am readily familiar with this office's business practice for collection and processing of correspondence for mailing with the United States Postal Service. This document, which is in an envelope addressed as stated above, will be sealed with postage fully prepaid and will be deposited with the United States Postal Service this date in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct.

Executed November 5, 2019, at Oakland, California.



Katherine Tertocha